

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

LIFESCIENCE TECHNOLOGIES, LLC	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 4:21-cv-01279-SEP
	)	
MERCY HEALTH, et al,	)	
	)	
Defendants.	)	

**Memorandum and Order**

Before the Court is Plaintiff's Motion for Leave to File Under Seal Exhibits 2 and 3 to Complaint, filed pursuant to Eastern District of Missouri Local Rule 13.05(A)(4), which establishes procedures for filing sealed documents. Doc. [66]. When it filed this lawsuit, Plaintiff attached three sealed contracts<sup>1</sup> as exhibits to its Complaint (Docs. [3-1], [3-2], and [3-3]) and filed a motion for leave to file the exhibits under seal (Doc. [2]). In that prior motion, Plaintiff requested that the three exhibits to its Complaint be sealed in their entirety, rather than redacted. In a Memorandum and Order issued on April 11, 2022, (Doc. [62]), the Court denied the motion to seal without prejudice, as it was not persuaded that the entire content of each Exhibit must be filed under seal. The Court noted that while the contracts did contain competitively sensitive information, such confidential information was not so embedded in the contracts as to make line-by-line redaction impossible.

In compliance with this Court's April 11, 2022, Order, Plaintiff filed redacted versions of the contracts on the public docket (Docs. [68], [69]), accompanied by a sealed memorandum of law (Doc. 67) in support of the instant Motion to Seal. In its memorandum, Plaintiff indicates that it no longer seeks to file under seal Exhibit 1 to its Complaint, the Mutual Nondisclosure Agreement. However, it does seek to file under seal certain redacted portions of Exhibit 2 (the Master Agreement for Software as a Service) and Exhibit 3 (the Professional Master Services

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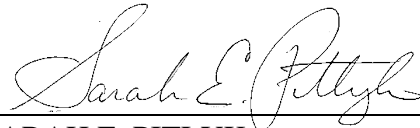
<sup>1</sup> The exhibits are agreements between Plaintiff and Mercy Health entities, including a Mutual Non-Disclosure Agreement (filed as Ex. 1 to the Complaint, Doc. [3-1]); a Master Agreement for Software as a Service (filed as Ex. 2, Doc. [3-2]); and a Professional Master Services Agreement (filed as Ex. 3, Doc. [3-3]).

Agreement), asserting that the redacted sections contain competitively sensitive information that would harm Plaintiff were it publicly disclosed, including pricing information, information about how LST provides services, performs fee calculations, and other information that would allow Plaintiff's competitors to undercut LST by negotiating strategically similar services and fees. Upon examination of the contracts at issue, the Court agrees.

Accordingly, and for the reasons stated in Plaintiff's memorandum of law supporting its Motion to Seal,

**IT IS HEREBY ORDERED** that Plaintiff's Motion for Leave to File Under Seal Exhibits 2 and 3 to Complaint, Doc. [66], is **GRANTED**.

Dated this 20<sup>th</sup> day of July, 2022.

A handwritten signature in black ink, reading "Sarah E. Pitlyk", is written over a horizontal line.

SARAH E. PITLYK  
UNITED STATES DISTRICT JUDGE